



April 16, 2019

Marty Czarnecki  
 URS Corporation Americas  
 One Montgomery Street, Suite 900  
 San Francisco, CA 94104-4538  
 Email: marty.czarnecki@aecom.com

**RE:** 1) Notice of Contract Amendment Certification  
 2) Executed Amendment #3 between the City and County of San Francisco Public Utilities Commission and URS Corporation Americas.

Dear Mr. Czarnecki,

This letter provides a *Notice of Contract Amendment Certification* for the following contracted work:

**Contract ID Number:** CS-991 (1000000038)  
**Contract Title:** Preliminary Design and Environmental Services for the Power Transmission Project  
**Effective Date:** September 03, 2010 to August 01, 2019  
**Amount:** Total value of contract not to exceed \$7,500,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel  
 Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement  
 cc: David Myerson

File/ CS-991 Amendment #3 - NCAC

**London N. Breed**  
 Mayor  
**Ann Moller Caen**  
 President  
**Francesca Vietor**  
 Vice President  
**Anson Moran**  
 Commissioner  
**Harlan L. Kelly, Jr.**  
 General Manager



**City and County of San Francisco  
San Francisco Public Utilities Commission  
Contract Administration Bureau  
525 Golden Gate Ave, 8<sup>th</sup> Floor  
San Francisco, California 94110**

**Third Amendment to the Agreement  
Between the City and County of San Francisco and  
URS Corporation Americas  
Preliminary Design and Environmental Services for the Power Transmission Project  
CS-991**

THIS AMENDMENT (this “Amendment”) is made as of **January 28, 2019**, in San Francisco, California, by and between **URS Corporation Americas** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its San Francisco Public Utilities Commission.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **19-0012** on **January 22, 2019**;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated **August 1, 2010** between Contractor and City, as amended by the **First amendment** dated **January 14, 2014**, and **Second amendment** dated **June 23, 2016**.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights

Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2** Term of the Agreement currently reads as follows:

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **August 1, 2010 to March 1, 2019.**

**Such section is hereby amended in its entirety to read as follows:**

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **August 1, 2010 to August 1, 2019.**

**2b. Cooperative Drafting.** Section 61 is hereby added to the Agreement, as follows:

**61. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

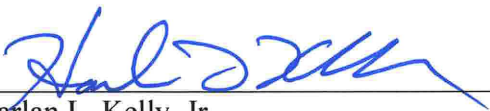
**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

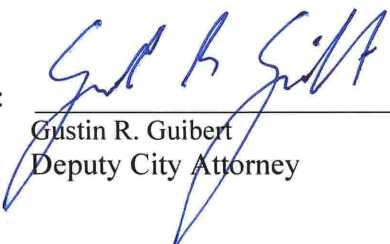
**CITY**

Recommended by:

  
\_\_\_\_\_  
Harlan L. Kelly, Jr.  
General Manager  
San Francisco Public Utilities Commission


Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Gustin R. Guibert  
Deputy City Attorney

**CONTRACTOR**

**URS Corporation Americas**

  
\_\_\_\_\_  
Signature of Authorized Representative  
**Bob Turley**  
\_\_\_\_\_  
Name of Authorized Representative  
**Vice President**  
\_\_\_\_\_  
Title

City supplier number: 0000009069